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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.3712 OF 2004

Canara Bank).. Plaintiffs

Versus

Raju D. Dhamdhere and another).. Defendants

Mr.K.R. Lalchandani for the Plaintiffs.

None present for the Defendants.

CORAM : SMT. NISHITA MHATRE, J.

DATED : 20TH MARCH 2006

P.C.:

. A personal loan was granted by the Plaintiffs to the Defendants amounting to Rs.80,000/- with interest @ 15%. This loan was to be repaid in 48 monthly installments. The Defendants had executed the Demand Promissory Note dated 2nd March 2002. The Defendants have executed the Take Delivery Letter for the Demand Promissory Note. The Defendants have also furnished an undertaking to repay the loan with the interest due. The Plaintiffs called upon the Defendants to pay the outstanding dues, through their Advocate’s letter dated 3rd November 2004. The same has not been replied by the Defendants.

2. The Plaintiff has filed an affidavit of service and the original documents along with the list. There

is no appearance filed by the Defendants.

3. The documents filed on record by the Plaintiff supports the case of the Plaintiff made out in the Plaint. There is no defence to the claim made by the Plaintiff.

4. In view of this, the Suit is decreed as prayed for.

5. Refund as per Rules.